

**Let us take care of your
investment property**



It will be safe in our hands



Hutt Valley: 04 527 2818

Wellington: 04 974 6460

Christchurch: 027 369 5783

admin@rentalmanagers.co.nz

www.rentalmanagers.co.nz

Notes

I need to find a new Rental Manager for my investment property.

I need the right letting agent - an experienced Property Manager.

I need a property management agreement with flexible options.

I need a company with the latest technology to comply with the latest legal requirements.

I need to contact Mike Stephen.

Rental Market Analysis

Thank you for the opportunity for us to manage your investment property at the above address.

I would like to introduce our team to you and how we work to maintain your rental property in the best condition it can be and to keep the value of your investment at market levels.

I am the owner of the business and I have 3 highly skilled Property Managers, Catherine, Karen, Andrew and Administration team, Gabby and Kelly, to make sure you are being kept informed on how your property is performing. We carry out regular inspections and feed back to you in the form of written and pictorial evidence after each inspection this, coupled with daily monitoring of rent payments, regular communication and a strong arrears system in place I am confident your investment will be in the best hands when being looked after by Rental Managers.

In order to give you an accurate appraisal it is necessary to conduct an analysis of similar properties that have rented in the last six-months and those currently looking for new tenants. This data is sourced from Tenancy Services. These statistics provide a general rental range for the area. Once I have inspected the property I will be able to provide you with a more accurate rental figure based on its condition, features and presentation.

I hope this information will be of use to you and assists you with your current decision making process. Our strong Property Management team is dedicated to assisting Landlords keep their investment as profitable and hassle free as possible through a range of various services.

Please do not hesitate to contact me for further information or if we can be of further assistance to you.

Yours sincerely,

M. R. Stephen

Mike Stephen
M: 027 259 7238
P: 04 527 2818
E: mike@rentalmanagers.co.nz

Rental Market Analysis

Market rent is described in the Residential Tenancies Act as the rent amount a willing landlord might reasonably expect to receive, and a willing tenant might reasonably expect to pay, for a tenancy. It needs to be similar to the rent charged for similar properties in similar areas.

FLAT

SIZE	BONDS RECEIVED	LOWER QUARTILE	MEDIAN RENT	UPPER QUARTILE
1	6	\$200	\$225	\$240
2	46	\$260	\$280	\$310

HOUSE

SIZE	BONDS RECEIVED	LOWER QUARTILE	MEDIAN RENT	UPPER QUARTILE
2	17	\$307	\$330	\$342
3	49	\$390	\$420	\$462
4	5	\$491	\$570	\$656

Market Rent

Explanatory information

Market rent statistics are derived from information gathered from bonds lodged with Tenancy Services. The results may not be a true indication of the rental market, because they only reflect properties where bonds are lodged.

Any category that has less than five bonds lodged has been excluded, to prevent individual properties being identified. However, the totals include any excluded items, so that the categories shown may not add up to the total in the 'all' category.

The market rent regions are based on Statistical Area Units from the 2001 Census.

They have been grouped together based on Area Units with similar weekly rentals that are next to one another to meet user requirements.

Note that the regions are not an exact match to the Census Statistical Area Units.

The data has been produced to show recent market rents for non-government owned properties for which Tenancy Services holds information.

It should not be used to determine the market rent of any property or for any other purpose except as an indication of the non-government rental market based on bonds lodged with Tenancy Services.

Our Property Management team is dedicated to assisting Landlords keep their investment as profitable and hassle free as possible through a range of services.

- ✓ **Rigorous background checks**
- ✓ **4 weeks bond**
- ✓ **Daily monitoring of rent payments,**
- ✓ **Regular inspections of your property**
- ✓ **Prompt attention to maintenance**

Please do not hesitate to contact me for further information or if we can be of further assistance to you.

Our Fees Explained

Option One - Management Fee 6% of collected rent

- Trade Me Advertising \$99.00 + GST
- Credit Checks per applicant \$45 max 4 per tenancy
- Entry inspection and report \$50.00 + GST
- Exit inspection and report \$50.00 + GST
- Mid tenancy 4 week condition report \$50.00 + GST
- Property inspections report as required by insurance \$50.00 per visit + GST (every 12 weeks)
- No tenancy mediation fee (if required) only the lodgment fee of \$20.44 (incl)
- One weeks rent + GST for new tenancy
- Arranging and/or supervising repairs, maintenance or renovations 10% with max of (\$50) per job.

Option Two - Management Fee 8%

- Trade Me Advertising \$99.00 + GST
- Credit Checks per applicant \$35 max 4 per tenancy
- Entry inspection and report no charge
- Exit inspection and report no charge
- Mid tenancy 4 week condition report \$50.00 + GST
- Property inspections report as required by insurance \$35.00 per visit + GST (every 12 weeks)
- No tenancy mediation fee (if required) only the lodgment fee of \$20.44 (incl)
- Arranging and/or supervising repairs, maintenance or renovations 5% with max of (\$50) per job.

Option Three - Management Fee 10%

- Trade Me Advertising no charge
- Credit Checks no charge
- Entry inspection and report no charge
- Exit inspection and report no charge
- Mid tenancy 4 week condition report no charge
- Property inspections report as required by insurance no charge (every 12 Weeks)
- No tenancy mediation fee (if required) no charge
- Arranging and/or supervising repairs, maintenance or renovations no charge

Maintenance



We organise any property maintenance on your behalf up to a set monetary value agreed to usually \$400.00. We will at your request arrange for quotes for another other works required.

We have a team of professional tradesman that we regularly use and trust to complete works to a high standards and a reasonable cost.

Marketing Process

We use Trade Me to market your property and Viewing Tracker to which allows an easy online booking system for applicants to register to view and show interest in your property.

Your property is also advertised on own web site www.rentalmanagers.co.nz which features high on Google search engines giving great exposure for your property.

Viewing Tracker on Trade Me

**Collate
Prospective
Tenant Data
Easily**

Our cleverly designed dashboard will show you how many people are registered for your rental viewing including their name, phone, email and



comments.

Recent Trade Me statics showed that viewings set between 4pm-6pm get a significant increase in bookings vs doing them before 4pm.

The Most Popular Viewings Times are:

Monday to Thursday 4pm-6pm

Saturday 11am-1pm

Wednesday 12-1pm

We ensure that our dedicated Property Managers are viewing your property within these time frames to allow for maximum exposure to all potential tenants.

Draft Marketing Timetable

Mon	Tues	Wed	Thurs	Fri	Sat	Sun

Testimonial:

*"Thank you so much for all you have done already for us getting set up with our rental.
We so appreciate all you have done so far and look forward to our continued partnership.
Thanks again."*

- **John and Angela V, Landlord**

XXXXXXXXXXXXXXXXXXXXXXX

*"Thank you for standing by me throughout the management of the flat and the sales process
. Your service have been much appreciated."*

**Best Regards
Christina P**

XXXXXXXXXXXXXXXXXXXXXXX

*"You have ni idea how grateful my family and I are to you for making it possible for us to have a
home. Thank you for everything you've done to help. This house feels like home and we owe that to
you."*

**Much Love
Jade, Brad & Josiah**

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Whose responsibility is it to replace light bulbs? Tenant or Landlord?

by [Chris Matthews](#) | 16 Feb 2017 | [Health & Safety](#), [Landlord](#), [Property Manager](#), [Tenant](#)

If you think it's the tenant's responsibility to change light bulbs in residential tenancies, think again.

Under Section 45 of the Residential Tenancies Act, it says the landlord is responsible and liable for costs incurred in maintaining the property and must replace any items that will expire over time

These include light bulbs, ovens, tap washers, water filters and spa pool pumps.

"Landlords historically are required to replace anything that wears out over time," tenancy.co.nz legal expert Scotney Williams said.

"Usually tenants will replace their own, and the (Tenancy) Tribunal will even charge the tenant for light bulbs, but strictly speaking, it's the landlord's cost."

Williams recommends that landlords supply tenants with dozen or so light bulbs for a yearlong tenancy.

However, this can become problematic if a landlord has expensive halogen light bulbs fitted throughout the house.

"Apart from being expensive, they're curse to fit," Williams says.

"What I would do is replace the halogen and change them for ordinary bulbs."

Another issue, especially in villas with high ceilings, is that the tenant is unable to physically reach the light fitting to change the bulb.

But before you think about getting a ladder in the property for your tenants, Williams warns that you have to make sure your light bulbs are under a certain height – because it's now a health and safety issue.

"There is no alternative than to get an electrician for light bulbs that are over 2.4 metres high," he said.

"What you can't do is that if they're set up at three metres on vaulted ceilings of older houses it's a health and safety issue and you have to get an electrician to do it."

Failure to comply under the Health and Safety Act 2015, under these circumstances, can result in a fine up to \$150,000.

Important Information

Abandoned Tenants Goods

Landlords are obliged to keep goods locked securely until the outcome of a disposal of goods application. Landlords can however throw away rubbish and food left behind (Take photos if possible).

Access for Viewing your Property

Tenants can expect that the Landlord will contact them and negotiate access to the rented premises for the purposes of showing the premises to prospective tenants or purchasers. Tenants can expect to enter a "showing agreement" with the Landlord or Property Manager.

Bonds

Tenants cannot be required to pay a Tenancy Bond of more than four (4) weeks rent equivalent. The Bond must be held by Tenancy Services. Landlords must pay the bond to Tenancy Services within 23 working days of receipt. This now includes part bonds.

Carpets age

Landlords and Tenants need to understand that carpets and other chattels and fixtures are all subject to depreciation. Tenants are not liable for fair wear and tear.

Clean and Tidy

When the tenant takes occupation of the rented premises, it must be reasonably clean and tidy. It is not a advisable idea to offer new tenants discounted rent in return for cleaning.

Compensation

Tenants also have the right to claim compensation from the landlord where the Landlord has committed a breach of the Tenancy Agreement or any of the provisions of the Residential Tenancies Act.

Discrimination

Tenants and Prospective Tenants must not be subjected to unlawful discrimination. When choosing a Tenant you may choose any that you wish. The only reason that you should provide to those who missed out should be "you were not the most suitable Tenant based on merit".

Essential Services

Tenants have the right to not have the Landlord interfere with any essential services, e.g. water, gas or electricity.

Eviction

Tenants have the right not to be arbitrarily or capriciously evicted. The tenant has the right to challenge any acts or omissions of the Landlord in the Tenancy Tribunal. (Evictions can only be affected by bailiffs and only after due process in the Tenancy Tribunal.)

Fair wear and tear

Tenants are not liable for fair wear and tear to the premises, chattels and fixtures (including carpet). Landlords cannot expect to get the property back in the same condition as when it was rented. There will always be some minor wear and tear. Major damage is not acceptable and Tenants can be made liable for such damage.

Fixed term rent increase

A rent increase may occur to the rent in a fixed term tenancy if the Tenancy Agreement contains a clause authorising the rent increase.

Key Money

Tenants entering Tenancy Agreements cannot be charged any fee or charge other than a letting fee by a Letting Agent. They can be charged four weeks bond and two weeks rent in advance.

Landlord Entry

Tenants have the right to expect that the Landlord will only come onto the rental property or into the rental premises as permitted by the Residential Tenancies Act:

- 48 hours' notice must be given before entering premises for a standard inspection.
- 24 hours notice is required for tradesmen to carry out necessary maintenance.
- Enter at anytime with the tenants consent.

NOTE: Going to the premises without arrangement/consent could amount to harassment.

Landlord Retaking Possession

For use as family home: 42 days written notice
Unconditional sale of the property: 42 days written notice. To do renovations: 90 days written notice. No reason required:
90 days written notice

Locks

Both Tenants and Landlords can expect that Tenants and Landlords will not change or alter any of the locks at the tenancy premises unless such change is with the other party's consent.

Maintenance and Essential Repairs

The Landlord is responsible for all repairs to the property that ensures the property is maintained to the legislative standard (reasonably clean and tidy), maintenance and repairs must be completed in a timely manner, urgent repairs must be completed urgently such as failed hotwater cylinder.

Chattels included in the Tenancy Agreement must be replaced or repaired by the Landlord if damaged through general use.

This may include:

- Washing Machine
- Dryer
- Waste disposal
- Fridge

Market Rent

Tenants have the right to challenge the rent being charged by the Landlord if they believe that the rent they are paying is substantially in excess of the market rent.

Occupation on Time

Tenants have the right to expect that when a Tenancy Agreement provides for occupation on a particular day that the tenant will have occupation on that day.

Oral Agreements

Notwithstanding the requirement to have Tenancy Agreements in writing, Tenants and Landlords can still enforce the terms of any oral agreement entered into between the Landlord and Tenant.

Penalty Rent

Landlords do not have the right not to be charge penalty rent if the tenant is late paying rent. If rent is discounted for any reason then the tenants are entitled, as of right, to pay only the discounted rent.

Property for Sale

The tenant has the right, under RTA S.47, to receive a notice advising him or her that the property is on the market for sale.

Property has been Sold

When the property is sold with vacant possession, tenant can expect to receive not less than 42 days' notice in writing to terminate the periodic tenancy. Fixed term tenancies cannot be terminated by notice.

Records

Tenants can expect that the Landlord to keep adequate business records, in particular records of rent payments and any bond payments.

Rent

Tenants cannot be required to pay rent more than fortnightly in advance and Tenants cannot be required to pay rent for any period for which rent has already been paid.

Rent Increases

Tenants have the right to receive written notice of any rent increase. This such notice must be at least 60 days' notice in writing and not more frequently than every 180 days.

Retaliatory Notice

Tenants have the right to challenge any notice to terminate the tenancy issued by the Landlord if at the same time the Tenant is exercising a right against the Landlord.

Safety

Tenants have the right to expect that the premises will, at all times, be safe to live in and comply with all Health and Safety requirements. The premises must also be reasonably secure (capable of being locked up).

Shortening of Fixed Term

Tenants and Landlords have the right to apply to the Tribunal to shorten a fixed term tenancy, but they must show:

- (a) Unforeseen circumstances at the time the agreement was entered into; and
- (b) That the applicant's hardship is greater than the Landlord's hardship.

Tenancy Agreement

Tenants have the right to have a copy of a written Tenancy Agreement at or before the tenancy commences. The Tenancy Agreement must contain certain minimum information, including the contact address of the Landlord. Free Tenancy Agreement available from

www.tpscreditcontrol.co.nz

Tenants Goods

Tenants have the right to not have their goods or personal effects seized by the landlord (This does not apply to enforcement proceedings).

Tenants Notice

Tenants must give 21 days' notice to terminate a periodic tenancy and if they are leaving on any other day than the final day referred to in any Landlords notice.

Termination of Tenancy

Tenants have the right to receive at least 90 days written notice by the Landlord to terminate the tenancy unless the Landlord has a reason justifying shorter notice of 42 days.

The Premises

Tenants have the right to enjoy peace, privacy and comfort in the use of the tenancy premises.

Unlawful Acts

Throughout the RTA there are a number of acts and omissions which are categorised as "unlawful acts". Tenants and Landlords have the right to bring an application against each other for any Unlawful Act, and on adequate proof, to receive an award for exemplary damages (Refer to section 109 of the RTA).

Upkeep of the Garden and Lawns

Tenants are obliged to keep lawns mowed approximately every 2 weeks and to trim shrubs and hedges to approximately shoulder height and to keep gardens weeded.

Work Orders

Tenants have the right to compel Landlords to carryout necessary maintenance by applying to the Tenancy Tribunal for a "Work Order".

Landlords and tenants both need insurance.

Landlords should insure their rental property against any damage, either accidental or otherwise. Tenants can arrange their own insurance to protect their contents and liability for damage to the landlord's property.

Landlords need insurance to cover damage

If you're a landlord, make sure your insurance covers the property, and that the cover is for a rental property. The Residential Tenancies Act 1986 requires you to pay the premiums charged for that insurance. Check exactly what your policy covers. Some insurers cover issues to do with tenancy (for example, vacancy periods and damage by the tenant). Talk to your insurance company about their requirements for making claims. Some insurers need landlords to prove they've completed a thorough tenancy selection process before honouring damage claims. You may also choose to insure any chattels (such as furniture) that are listed in the tenancy agreement. Any damage to them won't be covered by the tenant's contents insurance.

Tenants should consider getting insurance to cover belongings and damage

If you're a tenant, it is recommended that you get insurance. Your landlord's insurance policy doesn't protect your belongings. You may be liable for any damage you or your invited guests cause.

[Who's responsible for fixing damage depends on who caused it](#) has more information on who is liable for damages.

Even if you aren't named on the tenancy agreement, you should consider getting a: contents insurance policy to protect your belongings

personal liability policy to protect you in certain situations.

Tenants should seek further information from an insurer about what protections they can receive from personal liability insurance.

What the landlord must pay

The landlord must pay the costs of owning the house. These are things like:

property rates paid to the council

insurance premiums for insuring the house (not the contents)

body corporate levies if the property is part of a unit title

hire charges for gas bottles, if the property has gas supplied by bottles as the main form of water heating and cooking (see below).

Here's an easy way to work out what costs the landlord has to pay for: if the costs still have to be paid when a tenant isn't living in the house, the landlord has to pay them. For example, because the council still charges rates, the landlord has to pay them even if no one's living in the house.

The landlord also has to pay for any utilities shared by different tenancies. For example, if one water meter reads the supply of water to two or more houses, or if the landlord's renting out each room in a house on separate tenancy agreements. If the landlord doesn't want to pay for utilities in these situations, they have to install separate meters for each tenancy to show how much electricity, gas or water each tenancy uses.

What the tenant must pay

The tenant must pay the costs of living in the house. These are things like:

electricity and gas, including refilling gas bottles (see below)

telephone and internet

water charges, if the water supplier charges on how much is used.

Here's an easy way to work out what costs the tenant has to pay for: if the costs are charged only as a result of living in the house, then the tenant has to pay for them. For example, because the telephone company only charges when someone's living in the house and has the phone connected, the tenant has to pay this cost.

The tenant doesn't have to pay for any costs that the landlord has agreed in writing to pay.

What either the landlord or tenant may need to pay

Gas bottles for heating water and cooking

The landlord is responsible for making sure a property has adequate means of heating water and cooking food. Where gas is the main form of providing hot water and cooking, the landlord is responsible for access to a gas supply.

Most properties will be on a gas reticulation system. But in some towns and cities, gas is often supplied to properties in large gas bottles rather than by mains supply. Therefore, the landlord is responsible for providing the property with a gas cylinder and any piping needed to connect the gas to the cooking facilities and the hot water cylinder.

If there's a hire charge for gas bottles, the landlord will be responsible for this cost. However, the cost of the gas used is the tenant's responsibility.

Many landlords and tenants agree at the start of a tenancy (and record it in the tenancy agreement) that the landlord will provide a full gas bottle at the start of the tenancy, and the tenant will make sure it's full when the tenancy ends

Landlords Unlawful Acts

Landlords Unlawful Acts		Maximum Exemplary Damages
S 12	Unlawful discrimination	\$4000
S 16A(6)	Landlord failing to appoint an agent when going outside New Zealand for more than 21 days or being outside New Zealand for more than 21 days.	\$1000
S17	Requiring payments amounting to key money.	\$1000
S18	Landlord requiring a Bond of more than 4 weeks rent equivalent.	\$1000
S 18A	Landlord requiring an unauthorised form of security.	\$1000
S19 (2)	Landlord breaching duties on receipt of payment of Bond.	\$1000
S23	Landlord requiring rent of more than 2 weeks in advance or for a period for which rent has already been paid.	\$1000
S27(2)	Landlord requiring the tenant to pay rent in excess of market rent.	\$200
S29	Landlord failing to give receipts for payments.	\$200
S33	Landlord seizing or disposing of the tenants goods (without following the process set out in the RTA 1986).	\$2000
S38(2)	Landlord Interfering with the tenant's peace privacy and comfort.	\$2000
S45 (1A)(a)	Landlord renting the premises below the standard of "reasonably clean & tidy".	\$3000
S45(1A)(b)	Landlord failing to maintain the premises to a reasonable standard having regard to age and character & ensuring that the premises remain habitable.	\$3000
S45(1A)(c)	Landlord failing to comply with all Buildings, Health and Safety in any enactment (other statute law) so far as they apply to the premises.	\$3000
S45(1A)(ca)	Landlords failing to supply adequate means of water storage and collection where the premises are not served by reticulated water supply.	\$3000
S45(2A)	Landlord interfering with the tenants essential services (water, gas or electricity).	\$1000
S46(3)	Landlord altering the locks without the tenants consent.	\$1000
S48(4)(a)	Landlords unlawful entry of the tenancy premises.	\$1000
S108(3A)	Landlord intentionally refusing to complete a work order.	\$3000
S.137(2)	Landlord contracting to contravene or evade the provisions of the RTAS.	\$1000

(Please note this list does not include unlawful acts relating to boarding houses contained in section 66 RTA.)

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We catch bad guys...

PH: 09 304 0853 | FAX: 09 523 9764

www.tpscreditcontrol.co.nz



**Credit
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**Debt
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www.rentalmanagers.co.nz





**RENTAL
MANAGERS**

WE PRIDE OURSELVES ON SERVICE



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